### Case 18-17412 Doc 1 Filed 06/19/18 Entered 06/19/18 15:54:44 Desc Main Document Page 1 of 28

Fill in this information to identify your case:		
United States Bankruptcy Court for the:		
NORTHERN DISTRICT OF ILLINOIS		
Case number (if known)	Chapter you are filing under:	
	☐ Chapter 7	
	■ Chapter 11	
	☐ Chapter 12	
	☐ Chapter 13	☐ Check if this an amended filing

### Official Form 101

### **Voluntary Petition for Individuals Filing for Bankruptcy**

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Pa	rt 1:	Identify Yourself			
			About Debtor 1:	Α	About Debtor 2 (Spouse Only in a Joint Case):
1.	You	r full name			
	Write	e the name that is on	Waldemar		
	your government-issued picture identification (for example, your driver's	First name	F	irst name	
	licer	ise or passport).	Middle name	N	/liddle name
		g your picture	Ogloza		
	identification to your meeting with the trustee.	Last name and Suffix (Sr., Jr., II, III)	L	ast name and Suffix (Sr., Jr., II, III)	
2.		other names you have d in the last 8 years			
		ide your married or den names.			
3.	you num Indi	y the last 4 digits of r Social Security ber or federal vidual Taxpayer tification number	xxx-xx-8504		

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Case number (if known)

Debtor 1 Waldemar Ogloza

About Debtor 1: About Debtor 2 (Spouse Only in a Joint Case): Any business names and **Employer Identification** Numbers (EIN) you have I have not used any business name or EINs. ☐ I have not used any business name or EINs. used in the last 8 years Include trade names and Business name(s) Business name(s) doing business as names EINs EINs If Debtor 2 lives at a different address: Where you live 135 Clover Hill Lane North Barrington, IL 60010 Number, Street, City, State & ZIP Code Number, Street, City, State & ZIP Code Lake County County If your mailing address is different from the one If Debtor 2's mailing address is different from yours, fill it above, fill it in here. Note that the court will send any in here. Note that the court will send any notices to this notices to you at this mailing address. mailing address. Number, P.O. Box, Street, City, State & ZIP Code Number, P.O. Box, Street, City, State & ZIP Code Why you are choosing Check one: Check one: this district to file for bankruptcy Over the last 180 days before filing this petition, I Over the last 180 days before filing this petition, have lived in this district longer than in any other I have lived in this district longer than in any district. other district. I have another reason. I have another reason. Explain. (See 28 U.S.C. § 1408.) Explain. (See 28 U.S.C. § 1408.)

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Debtor 1 Waldemar Ogloza

Case number (if known)

ar	t 2: Tell the Court About	Your I	Bankruptcy Ca	se						
7.	The chapter of the Bankruptcy Code you are	Check one. (For a brief description of each, see Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)). Also, go to the top of page 1 and check the appropriate box.								
	choosing to file under		Chapter 7							
			Chapter 11							
			Chapter 12							
			Chapter 13							
3.	How you will pay the fee		about how yo	pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with printed address.						
					stallments. If y		s option, sign and	attach the Application	for Individuals to Pay	
			but is not requapplies to you	uired to, waive ur family size a	e your fee, and and you are un	may do so onl able to pay the	ly if your income is e fee in installment	less than 150% of the	7. By law, a judge may, e official poverty line that option, you must fill out r petition.	
).	Have you filed for bankruptcy within the	■ N	lo.							
	last 8 years?	ПΥ	es.							
			District							
			District			When		_ Case number		
			District			When		Case number		
10.	Are any bankruptcy	■ N	lo							
	cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?	ПΥ	es.							
			Debtor					Relationship to you		
			District			When		Case number, if know	wn	
			Debtor					Relationship to you		
			District			When		Case number, if know	wn	
11.	Do you rent your residence?	■ N	lo. Go to li	ne 12.			-			
		ПΥ	es. Has yo	ur landlord ob	tained an evict	tion judgment a	against you?			
				No. Go to line	e 12.					
				Yes. Fill out I this bankrupt		nt About an Ev	iction Judgment A	gainst You (Form 101 <i>)</i>	A) and file it as part of	

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Traidelliai Odioza	Debtor 1	Waldemar Ogloza	Document	Page 4 01 28 Case number (if known	
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Par	Report About Any Bu	sinesses	You Owi	n as a Sole Proprietor				
12.	Are you a sole proprietor of any full- or part-time business?	■ No.	Go to	Part 4.				
		☐ Yes.	Name	e and location of busin	ess			
	A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.		Name	e of business, if any				
	If you have more than one sole proprietorship, use a separate sheet and attach		Numl	per, Street, City, State	& ZIP Code			
	it to this petition.		Chec	k the appropriate box t	o describe your business:			
				Health Care Busines	ss (as defined in 11 U.S.C. § 101(27A))			
				Single Asset Real E	state (as defined in 11 U.S.C. § 101(51B))			
				Stockbroker (as defi	ned in 11 U.S.C. § 101(53A))			
				Commodity Broker (	as defined in 11 U.S.C. § 101(6))			
				None of the above				
13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?  If you are filing under Chapter 11, the court must know whether you are a small business debtor, you must attach your most recent ba operations, cash-flow statement, and federal income tax return or if any of these documents do not e in 11 U.S.C. 1116(1)(B).					small business debtor, you must attach your most recent balance sheet, statement of leral income tax return or if any of these documents do not exist, follow the procedure			
	For a definition of small	□ No.	ı am	not filing under Chapte	r 11.			
	business debtor, see 11 U.S.C. § 101(51D).	■ No.		I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.				
		☐ Yes.	I am	filing under Chapter 11	and I am a small business debtor according to the definition in the Bankruptcy Code.			
Par	4: Report if You Own or	Have Any	Hazard	ous Property or Any I	Property That Needs Immediate Attention			
14.	Do you own or have any	■ No.						
	property that poses or is alleged to pose a threat of imminent and identifiable hazard to	■ No.	What is	the hazard?				
	public health or safety? Or do you own any property that needs immediate attention?			diate attention is , why is it needed?				
	For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?		Where i	s the property?				
	<del>-</del> ,				lumber, Street, City, State & Zip Code			

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Debtor 1 Waldemar Ogloza

Case number (if known)

15. Tell the court whether you have received a briefing about credit counseling.

Part 5:

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

#### About Debtor 1:

You must check one:

Explain Your Efforts to Receive a Briefing About Credit Counseling

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

#### Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

#### Disability.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

#### Active duty.

I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

#### About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit
counseling because of:

### ☐ Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

### Disability.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

#### Active duty.

I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

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Document Page 6 of 28 Case number (if known) Debtor 1 Waldemar Ogloza Part 6: **Answer These Questions for Reporting Purposes** 16. What kind of debts do 16a. Are your debts primarily consumer debts? Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." you have? ☐ No. Go to line 16b. Yes. Go to line 17. 16b. Are your debts primarily business debts? Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment. ☐ No. Go to line 16c. ☐ Yes. Go to line 17. 16c. State the type of debts you owe that are not consumer debts or business debts 17. Are you filing under I am not filing under Chapter 7. Go to line 18. No. Chapter 7? Do you estimate that I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses ☐ Yes. after any exempt are paid that funds will be available to distribute to unsecured creditors? property is excluded and administrative expenses □ No are paid that funds will □ Yes be available for distribution to unsecured creditors? 18. How many Creditors do 1-49 **1**,000-5,000 **1** 25,001-50,000 you estimate that you **5001-10,000 5**0,001-100,000 **50-99** owe? **1**0,001-25,000 ☐ More than 100,000 **1**00-199 **200-999** 19. How much do you **□** \$0 - \$50,000 □ \$500,000,001 - \$1 billion ■ \$1,000,001 - \$10 million estimate your assets to **□** \$50,001 - \$100,000 □ \$1,000,000,001 - \$10 billion □ \$10,000,001 - \$50 million be worth? **\$100,001 - \$500,000** □ \$10,000,000,001 - \$50 billion □ \$50.000.001 - \$100 million □ \$500,001 - \$1 million ☐ More than \$50 billion □ \$100.000.001 - \$500 million 20. How much do you □ \$0 - \$50,000 □ \$500,000,001 - \$1 billion ■ \$1,000,001 - \$10 million estimate your liabilities □ \$50,001 - \$100,000 □ \$1,000,000,001 - \$10 billion □ \$10,000,001 - \$50 million to be? **\$100,001 - \$500,000** □ \$10,000,000,001 - \$50 billion □ \$50,000,001 - \$100 million □ \$500.001 - \$1 million ■ More than \$50 billion □ \$100,000,001 - \$500 million Sign Below Part 7: For you I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct. If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11,12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7. If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b). I request relief in accordance with the chapter of title 11. United States Code, specified in this petition. I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571. /s/ Waldemar Ogloza Signature of Debtor 2 Waldemar Ogloza

Executed on

MM / DD / YYYY

Signature of Debtor 1

Executed on June 19, 2018

MM / DD / YYYY

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Debtor 1 Waldemar Ogloza Case number (if known)

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page. I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Penelope N. Bach	Date	June 19, 2018
Signature of Attorney for Debtor		MM / DD / YYYY
Penelope N. Bach 06284659	)	
Printed name		
Bach Law Offices, Inc.		
Firm name		
P.O. Box 1285		
Northbrook, IL 60065		
Number, Street, City, State & ZIP Code		
Contact phone (847) 564-0808	Email address	pnbach@bachoffices.com
06284659 IL		
Par number & State		

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Fill in th	is information to identify you	r case:		
Debtor 1	Waldemar Ogloz	za .		
Debtor 2	First Name	Middle Name	Last Name	
(Spouse if,		Middle Name	Last Name	
United S	States Bankruptcy Court for the:	NORTHERN DIS	STRICT OF ILLINOIS	
Case nu (if known)	mber			Check if this is an amended filing
B 104	4			
For Ir	ndividual Chapter	11 Cases:	List of Creditors Who	Have the 20 Largest
Unse	cured Claims Aga	ainst You a	and Are Not Insiders	12/15
sole prop collatera	prietor. 11 U.S.C. § 101. Also Il value places the creditor am implete and accurate as poss ion.	, do not include cla cong the holders of ible. If two married	aims by secured creditors unless the u f the 20 largest unsecured claims.	
				Unsecured claim
1	American Express Box 0001 Los Angeles, CA 90096-00	As of	the date you file, the claim is: Check at Contingent Unliquidated Disputed None of the above apply	\$ <b>\$4,853.66</b> I that apply
		Does	the creditor have a lien on your proper	rty?
-	Contact Contact phone	□	No Yes. Total claim (secured and unsecur Value of security: Unsecured claim	red) \$ - \$ \$
2	Ameristar Casino Hotel E Chicago 777 Ameristart Blvd East Chicago, IN 46312	ast	is the nature of the claim?  the date you file, the claim is: Check al Contingent Unliquidated	\$ <b>\$7,500.00</b> I that apply

B104 (Official Form 104)

Contact

Contact phone

For Individual Chapter 11 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims

Value of security:

Unsecured claim

Does the creditor have a lien on your property?

Yes. Total claim (secured and unsecured)

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Waldemar Ogloza	Case number (if known)					
	What	is the nature of the claim?	Credit Car	rd	\$ \$17,598.00	
Bk Of Amer			<u> </u>	· <del></del>	· <u> </u>	
Po Box 982238	As of	the date you file, the claim is:	Check all that a	pply		
El Paso, TX 79998		Contingent				
,,		Unliquidated				
		Disputed				
		None of the above apply				
	<b>D</b>	the and Pters have a Personal				
	_	the creditor have a lien on you	ur property?			
		No	-l	•		
Contact		Yes. Total claim (secured and	a unsecurea)	\$		
Contact phone		Value of security: Unsecured claim		- \$		
Contact prone		Onsecured claim		Ψ		
1	What	is the nature of the claim?			\$ \$1,757.50	
Bruning & Assoc.	As of	the date you file, the claim is:	Check all that a	nnly		
1990 E. Algonquin Rd, Suite 240		Contingent	Crieck all triat a	рріу		
Schaumburg, IL 60173	ä	Unliquidated				
	H	Disputed				
		None of the above apply				
		rione of the above apply				
	Does	the creditor have a lien on you	ur property?			
		No				
Contact		Yes. Total claim (secured and	d unsecured)	\$		
		Value of security:		- \$		
Contact phone		Unsecured claim		\$		
1	What	is the nature of the claim?			\$ \$604,695.13	
CG Center LLC			-		<u> </u>	
c/o Stuart Sheldon, Stone,		the date you file, the claim is:	Check all that a	pply		
Pogrunf		Contingent				
1 East Upper Wacker, #2610		Unliquidated				
Chicago, IL 60601		Disputed				
		None of the above apply				
	Does	the creditor have a lien on you	ur property?			
		No				
Contact		Yes. Total claim (secured and	d unsecured)	\$		
		Value of security:		- \$		
Contact phone		Unsecured claim		\$		
	<b>14</b> /1 4	to the material of the eleter O	0 . 11 0		<b>* * 4 2 7 2 2 2 2 2</b>	
Citi	vvnat	is the nature of the claim?	Credit Car	ra	\$ \$49,798.00	
Citi	۸۰ ۵	the date you file the eleim in-	Chack all that a	nnly		
Po Box 6241	AS OF	the date you file, the claim is: Contingent	Check all triat a	hhià		
Sioux Falls, SD 57117		Unliquidated				
	_					
		Disputed				
		None of the above apply				
	Door	the creditor have a lien on you	ir property?			
	5062	the dieditor have a heli on you	ar property:			

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or 1 Waldemar Ogloza		Case number (if known)						
		No						
Contact		Yes. Total claim (secured and	d unsecured)	\$				
		Value of security:		- \$				
Contact phone		Unsecured claim		\$				
	What	t is the nature of the claim?	Credit Card		\$ \$10,759.00			
Citi	_							
Po Box 6241		f the date you file, the claim is: Contingent	Check all that ap	oly				
Sioux Falls, SD 57117		Unliquidated						
		Disputed						
		None of the above apply						
	•	None of the above apply						
	Does	the creditor have a lien on you	ur property?					
		No						
Contact		Yes. Total claim (secured and	d unsecured)	\$				
0.1.1.1		Value of security:		- \$				
Contact phone		Unsecured claim		\$				
	What	t is the nature of the claim?	Credit Card		\$ \$7,284.00			
Citi	_							
Po Box 6190		f the date you file, the claim is:	Check all that ap	oly				
Sioux Falls, SD 57117		Contingent						
		Unliquidated						
		Disputed						
	•	None of the above apply						
	Does	Does the creditor have a lien on your property?						
		No						
Contact		Yes. Total claim (secured and	d unsecured)	\$				
		Value of security:		- \$				
Contact phone		Unsecured claim		\$				
	What	t is the nature of the claim?			\$ \$150,000.00			
Darius Ogloza								
181 S. Gulf Blvd		f the date you file, the claim is:	Check all that ap	oly				
Englewood, FL 34224		Contingent						
		Unliquidated						
		Disputed						
		None of the above apply						
	Does	the creditor have a lien on you						
		No						
Contact		Yes. Total claim (secured and	d unsecured)	\$				
		Value of security:		- \$				
Contact phone		Unsecured claim		\$				
	What	t is the nature of the claim?	Credit Card		\$ \$15,837.00			
Discover Fin Svcs Llc	_							
Po Box 15316		f the date you file, the claim is:	Check all that ap	oly				
Wilmington, DE 19850		Contingent						
		Unliquidated						

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Debtor 1	Waldemar Ogloza		Case nui	mber <i>(if known)</i>		
			Disputed			
			None of the above apply			
		Does	the creditor have a lien on you	r property?		
			No			
	Contact		Yes. Total claim (secured and	l unsecured)	\$	
			Value of security:		- \$	
	Contact phone		Unsecured claim		\$	
11	First Bank	What	is the nature of the claim?	Credit Lin	e Secured	\$ \$239,813.00
	14001 Manchester Rd	As of	the date you file, the claim is:	Check all that a	pply	
	Manchester, MO 63011		Contingent			
	•		Unliquidated			
			Disputed			
			None of the above apply			
		Does	the creditor have a lien on you	r property?		
			No			
	Contact		Yes. Total claim (secured and	l unsecured)	\$	
			Value of security:	,	- \$	
	Contact phone		Unsecured claim		\$	
12		What	is the nature of the claim?			\$ \$100,000.00
	Helena Ogloza Estate					<u> </u>
	5335 W. Leland	As of	pply			
	Chicago, IL 60634		Contingent			
			Unliquidated			
			Disputed  None of the above apply			
			None of the above apply			
		Does	the creditor have a lien on you	r property?		
			No			
	Contact		Yes. Total claim (secured and	l unsecured)	\$	
	Contest where		Value of security: Unsecured claim		- \$ \$	
	Contact phone		Unsecured claim		Φ	
13		What	is the nature of the claim?	Civil Pena	Ities	\$ \$54,753.77
	Internal Revenue Service					
	Mail Stop 5010 CHI	As of	the date you file, the claim is: Contingent	Check all that a	pply	
	230 S. Dearborn Street		Unliquidated			
	Chicago, IL 60604		Disputed			
		■	None of the above apply			
		 Does	the creditor have a lien on you			
			No	-		
	Contact		Yes. Total claim (secured and	Lunsecured)	\$	
		ш	Value of security:		- \$ ———	
	Contact phone		Unsecured claim		\$	

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Debtor '	Waldemar Ogloza	Case number (if known)					
14	l <b>.</b>	What	is the nature of the claim?		\$_\$7,673.00		
	Internal Revenue Service	As of	the data you file the claim is: Check all that a				
	Mail Stop 5010 CHI		the date you file, the claim is: Check all that a Contingent	ppiy			
	230 S. Dearborn Street		Unliquidated				
	Chicago, IL 60604		Disputed				
		ᆜ	None of the above apply				
		•	None of the above apply				
		Does	the creditor have a lien on your property?				
			No				
	Contact		Yes. Total claim (secured and unsecured)	\$			
			Value of security:	- \$			
	Contact phone		Unsecured claim	\$			
15	I	What	is the nature of the claim?		\$ \$5,000.00		
13	L'Auberge Casino and Hotel	•••••			Ψ Ψ3,000.00		
	777 L'Auberge Ave	As of □	the date you file, the claim is: Check all that a Contingent	pply			
	Baton Rouge, LA 70820		Unliquidated				
		H	Disputed				
		ᆜ	None of the above apply				
			None of the above apply				
		Does	the creditor have a lien on your property?				
			No				
	Contact		Yes. Total claim (secured and unsecured)	\$			
			Value of security:	- \$			
	Contact phone		Unsecured claim	\$			
16	1	What	is the nature of the claim?		\$ \$14,250.86		
	Lavelle Law, Ltd						
	1933 N. Meacham Rd., Suite 600		the date you file, the claim is: Check all that a	pply			
	Schaumburg, IL 60173		Contingent				
			Unliquidated				
			Disputed				
			None of the above apply				
		Does	the creditor have a lien on your property?				
			No				
	Contact	П	Yes. Total claim (secured and unsecured)	\$			
	S. Mass	_	Value of security:	- \$			
	Contact phone		Unsecured claim	\$			
17	1	What	is the nature of the claim?		\$ \$10,153.22		
	Marquette & Belmonte, P.C.	····at			Ψ Ψ10,133.22		
	311 S. County Farm Road	As of	the date you file, the claim is: Check all that a	vlaa			
	Wheaton, IL 60187		Contingent				
	vineaton, in outof		Unliquidated				
		ä	Disputed				
			None of the above apply				
		-	3. 4.5 4.5 4.5 4.5 4.5 4.5 4.5 4.5 4.5 4.				
		Does	the creditor have a lien on your property?				
			No				

## Case 18-17412 Doc 1 Filed 06/19/18 Entered 06/19/18 15:54:44 Desc Main Document Page 13 of 28

Debtor	1 Waldemar Ogloza	Case number (if known)				
			Value of security:		\$ - \$	
	Contact phone		Unsecured claim	\$		
18	1	What	is the nature of the claim?		\$ \$3,242.40	
	Seth Kaberon, Ltd					
	555 Skokie Blvd, Suite 500	_	the date you file, the claim is: Check all that a	pply		
	Northbrook, IL 60062		Contingent Unliquidated			
			Disputed			
			None of the above apply			
		Does the creditor have a lien on your property?				
			No			
	Contact		Yes. Total claim (secured and unsecured)	\$		
			Value of security:	- \$		
	Contact phone		Unsecured claim	\$		
19		What is the nature of the claim? \$ \$110,000.00				
	Wallace & Sophie Schejbal					
	135 B Clover Hill Lane	As of the date you file, the claim is: Check all that apply  Contingent				
	North Barrington, IL 60010		Unliquidated			
			Disputed			
			None of the above apply			
		_	the creditor have a lien on your property?			
			No			
	Contact		Yes. Total claim (secured and unsecured)	\$		
	Contact phone		Value of security: Unsecured claim	- \$ \$		
	Contact phone		onsecured claim	Ψ		
Part 2:	Sign Below					
		oformation	provided in this form is true and correct			
		normation	provided in this form is true and correct.			
	/ Waldemar Ogloza		X			
	/aldemar Ogloza		Signature of Debtor 2			
Sı	gnature of Debtor 1					
_			В.			
Da	ate June 19, 2018		Date			

# Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

### This notice is for you if:

You are an individual filing for bankruptcy, and

Your debts are primarily consumer debts. Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

### The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7:	Liquidation
\$245	filing fee
\$75	administrative fee
+ \$15	trustee surcharge
\$335	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement obligations;

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A–1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A–2).

If your income is above the median for your state, you must file a second form —the *Chapter 7 Means Test Calculation* (Official Form 122A–2). The calculations on the form— sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

#### **Chapter 11: Reorganization**

\$1,167 filing fee

\$550 administrative fee

\$1,717 total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

#### **Read These Important Warnings**

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

### Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$75	administrative fee
	\$275	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

# Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$75	administrative fee
	\$310	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

domestic support obligations,

most student loans,

certain taxes.

debts for fraud or theft,

debts for fraud or defalcation while acting in a fiduciary capacity,

most criminal fines and restitution obligations,

certain debts that are not listed in your bankruptcy papers,

certain debts for acts that caused death or personal injury, and

certain long-term secured debts.

### Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to: <a href="http://www.uscourts.gov/bkforms/bankruptcy\_forms.html">http://www.uscourts.gov/bkforms/bankruptcy\_forms.html</a>#procedure.

#### Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

### Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

### Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days *before* you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from: <a href="http://justice.gov/ust/eo/hapcpa/ccde/cc\_approved.html">http://justice.gov/ust/eo/hapcpa/ccde/cc\_approved.html</a>

In Alabama and North Carolina, go to: <a href="http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCredit">http://www.uscourts.gov/FederalCourts/Bankruptcy/Bankruptcy/BankruptcyResources/ApprovedCredit</a> AndDebtCounselors.aspx.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list. Case 18-17412 Doc 1 Filed 06/19/18 Entered 06/19/18 15:54:44 Desc Main Document Page 18 of 28

B2030 (Form 2030) (12/15)

## **United States Bankruptcy Court**Northern District of Illinois

In re	Waldemar Ogloza		Case No.		
		Debtor(s)	Chapter	11	
	DISCLOSURE OF COMPE	NSATION OF ATTORN	EY FOR DI	EBTOR(S)	
co	Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:				
	For legal services, I have agreed to accept		\$	425.00/Hour	
	Prior to the filing of this statement I have received		\$	10,000.00	
	Balance Due		\$	0.00	
2. \$_	<b>1,717.00</b> of the filing fee has been paid.				
3. T	ne source of the compensation paid to me was:				
	✓ Debtor				
4. T	ne source of compensation to be paid to me is:				
	✓ Debtor				
5.	I have not agreed to share the above-disclosed comp	pensation with any other person unl	ess they are mem	bers and associates of my law firm.	
	I have agreed to share the above-disclosed compens copy of the agreement, together with a list of the na				
6. Iı	return for the above-disclosed fee, I have agreed to re	ender legal service for all aspects of	f the bankruptcy of	case, including:	
b. c.	<ul> <li>a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;</li> <li>b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;</li> <li>c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;</li> <li>d. [Other provisions as needed]</li> <li>Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.</li> </ul>				
7. B	y agreement with the debtor(s), the above-disclosed fe				
Г	Representation of the debtors in any dischargeability actions or any other adversary proceeding.				
	certify that the foregoing is a complete statement of an arrange proceeding.	CERTIFICATION  by agreement or arrangement for pa	yment to me for r	epresentation of the debtor(s) in	
June 19, 2018 /s/ Penelope N. Bach					
Da	te	Penelope N. Bach 0 Signature of Attorney Bach Law Offices, II P.O. Box 1285 Northbrook, IL 6006 (847) 564-0808 Fax pnbach@bachoffice Name of law firm	nc. 5 : (847) 564-098	5	



Chapter 11 Retainer Agreement

Dated: June 16, 2018

Waldemar Ogloza 135 Clover Hill Lane North Barrington, IL 60010

Re: Chapter 11 Bankruptcy Representation

Dear Mr. Ogloza

Bach Law Offices, Inc.. ("We" or the "Firm") is honored that you have selected us to represent you ("You" or "Client") as insolvency and bankruptcy counsel. Our objective is to provide high quality legal services to you at a fair and reasonable cost. This letter ("Agreement") outlines the basis upon which we will provide legal services to you, and confirms our understanding with respect to payment of legal fees, costs and expenses incurred with such representation. We apologize for the formality of this agreement, but we believe that it is important for you to have a clear understanding of our policies regarding legal fees and costs from the beginning of our relationship. Moreover, many of the provisions of this letter are required or recommended by the Illinois State Bar and the Illinois Rules of Professional Responsibility.

- 1. Scope of Services; Client Duties. You are hiring us as attorneys to represent you as bankruptcy counsel in a Chapter 11 case. We will keep you informed of the progress of your case and will be available to you to answer any questions you might have. If at any time you determine that you need to file a Chapter 7 bankruptcy case instead of your Chapter 11 case, the parties will need to execute a new fee agreement setting forth the terms of such representation. If you elect to convert your Chapter 11 case to a Chapter 7 case, then we shall be under no duty to prepare and file the necessary court papers until the new fee agreement has been signed and the agreed upon fees paid.
- 2. Assumptions under this agreement.
- a. You have provided all requested information.
- b. You have provided complete and accurate information.
- c. Your circumstances, especially your current monthly income (as defined by the Bankruptcy Code) does not substantially change prior to the filing of the case.

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- d. You will provide all requested documents within 15 days of the date of this Agreement.
- 3. Retainer. For us to begin our representation, you agree to forward a retainer in the total amount of \$11,717..00. The total \$11,717.00 of the retainer is due prior to the Chapter 11 being filed. These amounts include the \$1717.00 filing fee. This retainer will be deposited in our attorney business account but we may use these funds, up to the full \$11,717.00 to pay our fees and costs, subject to Court approval of any fees or costs incurred after your case is filed.

Under the 2007 Illinois Supreme Court case of Dowling v. Chicago Options Assoc., Inc. we are required to make certain disclosures to you about the retainer you would be paying pursuant to the above paragraph. The retainer is called an "Advanced Payment" Retainer. The Advance Payment Retainer means that the payments made by Client to Attorney are present payment to us in exchange for our commitment to provide legal services to you in the future. The fees paid by the Client will be deposited in our business account and not in our trust account. This means that we own the fees immediately upon payment. If our representation of Client ends before the retainer is exhausted, the retainer is subject to refund to you pursuant to the Illinois Rule of Professional Conduct.

Any unused portion of the retainer at the conclusion of our representation will be refunded to you or the party who advanced it.

4. Legal Fees and Billing Practices. Professional fees charged reflect a number of factors, including the number of attorney hours incurred, the relative experience of the attorney(s) performing the services, the difficulty of the matter, and the results obtained for the client. Our professional fees are determined by multiplying the actual number of hours incurred by the hourly billing rate. From time to time, our hourly billing rates will change. We will notify you of any changes in the firm's hourly rate structure. Our minimum billing unit is one-tenth of an hour, and services will be recorded and billed in tenths of an hour increments.

We will charge you for all activities undertaken in providing legal services to you under this Agreement, including but not limited to the following: conferences, including preparation and participation; preparation and review of correspondence, email and other documents; legal research and analysis; court and other appearances, including preparation and participation; and communications, including email, telephone, facsimile, in-person and other communications with you, other attorneys or persons involved with this matter, governmental agencies and any other party or person contact with whom is advisable for our representation. The legal personnel assigned to this matter may confer among themselves about the matter, as required. When they do confer, each will charge for the time expended. If more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent only if it is necessary in our judgment to have two or more personnel at the meeting, hearing or proceeding. We charge for waiting and portal-to-portal travel time, both local and out of town.

Currently our hourly rates range from \$125.00 per hour for paralegals/legal assistants to \$425.00 for our lawyers. You agree to pay our fees and costs based upon our then prevailing hourly rates and charges at the time the services

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are rendered.

You hereby authorize the secure destruction of your file seven years after it is closed, and agree that we shall have no liability for destroying any records, documents, or exhibits still in our possession at the end of five years. All future work for you in other matters will be handled in accordance with this Agreement at our regular hourly rates unless otherwise agreed upon.

5. Costs and Other Charges. We will incur various costs and expenses in the normal course of performing legal services under this Agreement. Costs and expenses commonly include filing and recordation fees, court reporters' fees, computer legal research, messenger and other delivery services, postage, parking and other local travel expenses, telecopying, photocopying and other reproduction costs. You agree to pay transportation, meals, lodging and all other costs of any necessary travel by our personnel. You will be charged the hourly rates for the time we spend traveling, both local and out of town. You also agree to pay for charges such as expert witness fees, title insurance fees, consultant and investigator fees, and the like. Photocopying is currently billed at \$0.05 per page, and motor travel at IRS standards. The Chapter 11 filing fee is \$1,717.00, which will be paid as part of the initial retainer. The firm reserves the right to require that certain costs, such as travel expenses, expert witness fees and deposition transcripts, be paid in advance directly by the client, or be paid into escrow before such costs are incurred.

Additionally, you will have the additional cost of the pre-filing credit counseling, which is approximately \$70.00; the mandatory post-filing educational course, which is also approximately \$70.00; the costs of any appraisals of real or personal property; the costs of obtain current consumer reports in the you are not entitled to free reports; and any other costs as agreed to by the parties.

6. Billing Statements. Once your case has been filed, we will file a motion in the Bankruptcy Court for approval of our fees for services based on time and expenses up until the date of filing the Motion. We will always send you a copy of this motion with a detailed itemization of all fees and costs incurred and the basis for the fees and costs.

Upon Court approval of these fees, we will send you an itemized statement indicating fees and costs incurred and their basis, any amounts applied from the retainer, and any current balance owed, as well as any deductions requested by the Court if any. This billing statement will list the professionals who worked on your matter for that billing period with their hourly billing rates.

Should you have any questions concerning any statement, we encourage you to discuss them with us prior to the Court date listed on the Motion for Fees so that we may have an opportunity to resolve any misunderstandings in a mutually agreeable manner.

Any fees or costs due after application of your retainer, as determined by the Court and after approval of a fee

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application and notice to you, must be paid promptly.

Payment of fees and costs shall be made upon receipt of orders approving fees (or, after confirmation of your plan, upon receipt of invoices therefore), with payment received in our office no later than 5 days after the date of the order or invoice.

7. Chapter 11 Filing. The ultimate fees to be awarded the Firm for its representation of you in the Chapter 11 case must be approved by the Bankruptcy Court. Interim applications for compensation and reimbursement of expenses will be filed by the Firm with the Bankruptcy Court to obtain authorization for further payment. Generally, interim applications are made on a quarterly basis, but may be submitted more often. You agree to pay any award of compensation upon the entry of a Court order authorizing such award.

You agree that you shall perform fully and conscientiously all the duties of a Debtor and Debtor-in-Possession under the Bankruptcy Code, and shall timely comply with all reasonable requests for information or reports by the U.S. Trustee, any Creditor's Committee, and the Firm. These duties may include, but are not limited to, gathering and reviewing all of the information necessary for filing a complete and accurate list of all assets, creditors, budget, a schedule of executory contracts and unexpired leases, the Statement of Financial Affairs, and the Statement of Current Income and Expenses. You acknowledge having received a Questionnaire assisting the Firm in completing such documents, and agrees to timely, completely, and accurately complete the Questionnaire.

If during the course of the bankruptcy you wish to sell, refinance or pledge as security real property or any of your other assets, you must let us know so that we can ask the Court for approval. If you do not do this, the property or asset may not be able to be legally transferred, refinanced or pledged, which can cause significant problems both with the transaction and with your bankruptcy case. You must provide us with a copy of the listing agreement and/or contract for sale of the property before such document is signed by you.

Some debts, such as student loans, domestic support obligations (alimony, child support arrearages, etc.) and certain taxes, may not be dischargeable in your case. Liens, such as security interests, homeowner's liens and mortgages, may not released upon your discharge, and you may need to make arrangements for the payment of such debts or surrender the property securing them after the conclusion of your case. Post-petition/pre-foreclosure homeowner's and condominium association charges are not discharged. You have been advised to close or draw down any financial account at an entity to which you owe or may owe money.

You authorize us to obtain information about your assets, credit (including credit reports), taxes, debts, income. expenses and other public and non-public information that may be used to verify and ensure the completeness of the information you provide to us. Such information may not be comprehensive or complete. It is obtained for background information and to aid our verification only. We will prepare your bankruptcy filings based upon information supplied by you. We will rely upon this information as being true, accurate, complete and correct. It is your responsibility to disclose your ownership or interest in and prior ownership or interest in all assets, regardless

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of value, and all debts and claims, regardless of amount. If a creditor is not listed, the debt to such creditor may not be discharged. If false, incorrect or incomplete information is included, or information is omitted, it can cause you additional effort and expense to remedy the error, may place the bankruptcy itself in jeopardy and could result in civil or criminal liability. It is vitally important that the information included in the bankruptcy schedules be complete and correct to avoid any problems. You will review all documents filed as part of your bankruptcy case, and your signature on those documents signifies that you have read and understood them, and agree with their contents. In cases of joint representation of spouses, communication with one spouse will be deemed communication with both spouses. We may disclose to both spouses any facts disclosed by either spouse.

You must preserve all records and documents related in any way to this matter, including all electronic documents and data.

After your case is filed, unless otherwise instructed by this office, you must pay all taxes incurred after the date of filing (and file all necessary tax returns), maintain any required insurance, file all required monthly reports, pay quarterly U.S. Trustee fees and any adequate protection payments, and make all payments called for under your plan, once confirmed. Failure to do so may result in dismissal or conversion of your bankruptcy or sale of your property.

If during the course of the bankruptcy you wish to sell, refinance or pledge as security real property or any of your other assets, you must let us know so that we can ask the Court for approval. If you do not do this, the property or asset may not be able to be legally transferred, refinanced or pledged, which can cause significant problems both with the transaction and with your bankruptcy case. You must provide us with a copy of the listing agreement and/or contract for sale of the property before such document is signed by you.

8. Discharge and Withdrawal. You may discharge us at any time and we may withdraw from your representation after approval by the Court. Reasons for our withdrawal may include, but are not limited to, your breach of this Agreement, your failure to pay our bills as they become due, your refusal to cooperate with us or follow our advice on a material matter, or any fact or circumstance that would render our continuing representation of you unlawful, unethical or impracticable.

Upon cessation of our active involvement in any particular matter, even if we continue to represent you in other matters, we will have no duty to inform you of future developments, deadlines or changes in the law.

9. Disclaimer of Guarantee; Risks. Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter that we are handling on your behalf. Our comments about the outcome of matters pertaining to you are expressions of opinion only. There are risks in filing for bankruptcy, including the possible liquidation or loss of property. You also understand that the bankruptcy law is subject to different interpretations and that there are inherent risks in how Courts will apply various provisions. In a Chapter 11 you cannot dismiss your case without prior Court approval, and the case can be converted to Chapter 7 without your approval. Since

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approval of a Chapter 11 plan requires the consent of creditors, no guarantees or representations are made as to whether such approval will or can be obtained.

- 10. Entire Agreement. This letter contains all of the terms of the agreement between us applicable to our representation and may not be modified except by a written agreement signed by both of us. There are no promises, terms, conditions or obligations applicable to our representation hereunder, except as expressly set forth in this Agreement, and the terms hereof supersede any previous oral or written agreements between us with respect to our representation hereunder.
- 11. Effective Date. Please confirm that this letter accurately reflects our agreement, and that you understand and waive any potential conflicts of interest, by signing the duplicate copy of this Agreement and returning it to us along with your retainer amount stated above. The representation covered by this Agreement commences only upon the receipt by this office of such items.

If you have any questions concerning the provisions of this Agreement, please do not hesitate to call me. We look forward to the privilege of working with you.

Paul M. Bach

UNDERSTOOD AND/AGREED TO:

Waldemar Ogloza

Bach Law Office • 555 Skokie Boulevard, Suite 250, Northbrook, IL 60062

6/16/18 Date

### United States Bankruptcy Court Northern District of Illinois

In re	Waldemar Ogloza		Case No.		
		Debtor(s)	Chapter	11	
	VERIFICATION OF CREDITOR MATRIX				
		Number of Creditors: 23			
	The above-named Debtor(s) hereby verifies that the list of creditors is true and correct to the best of my (our) knowledge.				
Date:	June 19, 2018	/s/ Waldemar Ogloza Waldemar Ogloza Signature of Debtor			

American Express Box 0001 Los Angeles, CA 90096-0001

Ameristar Casino Hotel East Chicago 777 Ameristart Blvd East Chicago, IN 46312

Bk Of Amer Po Box 982238 El Paso, TX 79998

Bruning & Assoc. 1990 E. Algonquin Rd, Suite 240 Schaumburg, IL 60173

CG Center LLC c/o Stuart Sheldon, Stone, Pogrunf 1 East Upper Wacker, #2610 Chicago, IL 60601

Citi Po Box 6241 Sioux Falls, SD 57117

Citi Po Box 6190 Sioux Falls, SD 57117

Darius Ogloza 181 S. Gulf Blvd Englewood, FL 34224

Discover Fin Svcs Llc Po Box 15316 Wilmington, DE 19850

First Bank 14001 Manchester Rd Manchester, MO 63011

First Bank 11901 Olive Blvd 3rd Floor Creve Coeur, MO 63141 First Bank PO Box 790037 Saint Louis, MO 63179

Helena Ogloza Estate 5335 W. Leland Chicago, IL 60634

Internal Revenue Service Mail Stop 5010 CHI 230 S. Dearborn Street Chicago, IL 60604

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Marquette & Belmonte, P.C. 311 S. County Farm Road Wheaton, IL 60187

Oxford Bank 1111 W. 22nd St, Suite 800 Oak Brook, IL 60523

Seth Kaberon, Ltd 555 Skokie Blvd, Suite 500 Northbrook, IL 60062

Union Bank 453 Miller Ave Mill Valley, CA 94941

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